

**MEMORANDUM OF AGREEMENT
BETWEEN
KENTUCKY TRANSPORTATION CABINET
AND
KENTUCKY STATE POLICE**

This Agreement is made and entered into by and between the Commonwealth of Kentucky, Transportation Cabinet, Department of Highways ("KYTC") and the Commonwealth of Kentucky, Justice and Public Safety Cabinet, Department of Kentucky State Police ("KSP").

WITNESSETH:

WHEREAS, KYTC has the statutory duty to establish, control, and maintain the state primary road system pursuant to KRS 177.020;

WHEREAS, KSP's commercial vehicle enforcement officers have the statutory duty to enforce commercial vehicle licensing, operator, traffic, and criminal laws pursuant to KRS 16.189;

WHEREAS, since 2007, KYTC has allowed KSP to operate a weigh station along US Highway 23 in Floyd County, Kentucky;

WHEREAS, KSP now wishes to operate a commercial driving license (CDL) testing site as well as the aforementioned weigh station on US Highway 23 in Floyd County, Kentucky;

WHEREAS, the addition of a CDL testing site on US Highway 23 in Floyd County, Kentucky enhances KYTC's goal of providing a safer, more efficient road system as well as KSP's ability to enforce commercial vehicle laws;

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, KYTC and KSP agree as follows:

1.0 OBLIGATIONS:

A. KYTC agrees to undertake the following obligations:

1. KYTC shall allow KSP to operate both a weigh station and a CDL testing site on US Highway 23 in Floyd County, Kentucky as outlined in Attachment A.
2. KYTC shall perform site preparation as outlined in Attachment A for the CDL testing site. Site preparation shall include the placement of asphalt milling material to provide a stable surface for the CDL testing site.

B. KSP agrees to undertake the following obligations:

1. KSP shall operate both a weigh station and a CDL testing site on US Highway 23 in Floyd County, Kentucky as outlined in Attachment A.

2. Once the CDL testing site is completed and fully operational, KSP shall pay for all electric and trash removal services for both the weigh station and the CDL testing site.

2.0 PERIOD OF PERFORMANCE:

The effective date for this Agreement shall be July 1, 2013 through June 30, 2014. No work may begin under this Agreement until the parties have signed it. This Agreement shall automatically renew in one-year increments.

3.0 CAUSES AND TERMINATION:

Either party may terminate this Agreement without cause after thirty (30) days written notice or for cause immediately at any time.

4.0 FUNDING OUT PROVISION:

Notwithstanding any section to the contrary, the parties may terminate this Agreement if funds are not appropriated or are not otherwise available without incurring any obligation of performance after the date of termination. The party shall provide (30) days written notice of termination of the Agreement.

5.0 ENTIRE AGREEMENT:

This Agreement is the entire Agreement and understanding of the parties with respect to the subject matter set forth herein and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between the parties. No representation, promise, inducement, or statement of intention has been made by the parties that are not embodied in this Agreement. This Agreement cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the parties.

6.0 SUCCESSORS:

This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns.

7.0 SEVERABILITY:

If any court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision hereunder.

8.0 COUNTERPARTS:

This Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed original and all executed counterparts shall constitute one and the same instrument.

Commonwealth of Kentucky, Transportation Cabinet


APPROVED:



Michael W. Hancock, Secretary
Transportation Cabinet
Commonwealth of Kentucky

8/16/13
Date

APPROVED AS TO LEGALITY AND FORM:

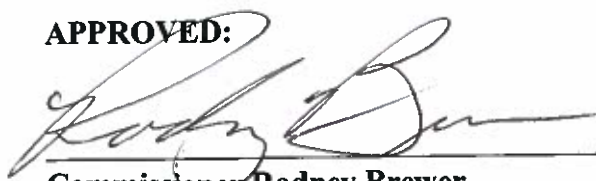


Office of Legal Services
Transportation Cabinet
Commonwealth of Kentucky

8/6/13
Date

Commonwealth of Kentucky, Justice and Public Safety Cabinet, Department of Kentucky State Police

APPROVED:



Commissioner Rodney Brewer
Department of Kentucky State Police
Commonwealth of Kentucky

7-29-13
Date

APPROVED AS TO LEGALITY AND FORM:



Office of Legal Services
Department of Kentucky State Police
Commonwealth of Kentucky

Date 07/23/13